STEAM TUG "MINNIE" v. HAINES, MASTER.—Decided at Richmond, February 6, 1900. *Waddill*, District Judge.

ADMIRALTY LAW—*Collision—Steam vessel in motion—Vessel at anchor—Presumptions—Negligence.* In case of collision between a steam tug in motion and a sailing vessel at anchor, the presumptions are all favorable to the stationary vessel. Vessels propelled by steam are required to take all possible care and use, if necessary, all the means they possess to keep clear of sailing vessels, and a vessel in motion is bound, if possible, to steer clear of a vessel at anchor. In the case at bar, the tug and tow was some 2,500 feet in length. In undertaking to tow two barges through a crowded anchorage ground at an early hour in the morning, when the wind was high and the tide at flood, there was a collision between one of the barges towed and a sailing vessel at anchor. *Held:* That there was a lack of that care and foresight that the law demands of vessels propelled by steam, and that the steam tug was liable.

COLLISION—*Vessel at anchor—Lookout.* It is immaterial whether a vessel at anchor has a lookout or not when his presence could not have prevented the collision or affected its result.

COLLISIONS—*Presumptions—Burden of proof.* Where fault on the part of one vessel is established by uncontradicted testimony, and such fault is of itself sufficient to account for the collision, it is not enough for such vessel to raise a doubt with regard to the management of the other vessel. Its own negligence being established, it is required to prove the other's fault with equal clearness. A reasonable doubt in regard to the conduct of such other vessel should be resolved in its favor.

HUGGINS v. DALY.—Decided at Richmond, February 6, 1900.—*Brawley*, District Judge.

OIL LEASES—*Nature of—Case at bar—Conditions precedent—Forfeiture—avoidance of lease.* By a course of decisions it is well settled in West Virginia that a lease of all the oil and gas in and under a tract of land and of the land itself for the purpose of operation, for a period of years and as much longer as oil or gas is found in paying quantities, with a proviso that a well shall be completed within a specified number of days from the date of the lease, the lessee to pay a fixed sum of money in case such well is not completed as aforesaid, is not a grant of property in the oil or in the land, but merely a grant of possession for the purpose of searching for and procuring oil. The title is inchoate and only for the purpose of exploration—until the oil is found. If it is not found, no estate vests in the lessee. Where the only compensation to the lessor is a prospective share in the profits that may arise, there is an implied covenant that the lessee will be diligent in search and operation; he cannot remain inactive and hold the lease for purely speculative purposes. In the case at bar it is held that the boring of the well, being the real consideration moving the lessor, was a condition precedent to the vesting of title in the lessee, and that the stipulated forfeiture ($50) was a penalty in the nature of a security for the performance of the act promised, and not liquidated damages for its breach. The lessee having failed to bore such a well within the time promised, and remained inactive during eight months, while ope-

rations were being commenced on adjoining premises calculated to irreparably injure lessor by draining his land, the lessor had the option to avoid the lease, and a subsequent lease to another lessee was an unequivocal declaration of his intention, and terminated any inchoate right the first lessee might have.

THE UNITED STATES v. MORGAN.—Decided at Richmond, February 6, 1900. *Simonton*, Circuit Judge.

ADMIRALTY LAW—*Claim for salvage against the United States—Jurisdiction of U. S. Circuit Court.* When the property of the United States has been salved from destruction by salvors, salvage will be awarded. But no proceeding *in rem* can be had in such case on the ground of public policy.

Salvage comes within the scope of the Act of Congress, 3d March, 1887, 24 Statutes at Large, 505, giving to the Court of Claims and the United States Circuit and District Courts jurisdiction of certain claims against the national government. That act gives the Circuit Court in cases of claims not exceeding $10,000 precisely the same jurisdiction as is given to the Court of Claims, and in cases like the one at bar, where the claim for salvage is more than $1,000 and less than $10,000, the Circuit Court has jurisdiction, though the form of proceeding be the same as a libel in admiralty.

Salvage against vessels belonging to the United States. The courts will apply the same liberal principles in awarding and fixing the amount of salvage in cases against the United States as are applied in similar cases against the vessels of others.

THE EMERSON CO. v. NIMOCKS.—Decided at Richmond, February 6, 1900. *Morris*, District Judge.

PATENTS—*Specifications—Description of process—Scientific principles.* When the drawings and specifications of a patent are such that a person at all skilled in the construction of such devices could construct one from the specifications, in a suit for infringement it is no defence that the specifications are ungrammatically expressed, prolix and misleading, and are erroneous in their statement of scientific principles. If in fact the process takes place as claimed and the mode of operation and result are described correctly, it matters not that the physical forces act as they do from a cause different from that assigned in the patent. The scientific principle is not a part of the process, is not patentable, and need not be set forth.

PATENTS—*Infringement—Same device—Different reason assigned.* Where certain devices of plaintiff's patent are used and their use persisted in by defendant because they produce the same beneficial result claimed in plaintiff's specifications, an infringement is not avoided by the fact that in defendant's specifications an entirely different function is ascribed to them. The difference between the patents in the case at bar is found to be, not in what is done, but in the reason which defendant in his specifications has given for doing it, and he is held to have infringed plaintiff's patent.